Village of Leesville

Ordinance #1-2025

Ordinance for General Contract for Services

From the Village of Bowerston, Ohio

WHEREAS, the Village of Bowerston, Ohio, supplies water service to the residents of the Village of Leesville, Ohio;

WHEREAS, the Village of Leesville, Ohio, provides sewage service to the residents of the Village of Leesville, Ohio;

WHEREAS, the Village of Leesville, Ohio, does not have the ability to terminate sewage service for unpaid bills if water service is continued.

WHEREAS, the Village of Leesville, Ohio, desires to enter into an Agreement with the Village of Bowerston, Ohio, whereby the Village of Bowerston, Ohio, upon notice from the Fiscal Officer of the Village of Leesville, Ohio, of a past due delinquent account would terminate water service after Notice to the Customer, in order to ensure that both Villages receive payment for their utility services that they provide.

THEREFORE, the Villages enter into the following Agreement:

1. The Fiscal Officer of the Village of Leesville, Ohio, shall cause Notice to be given to sewer customers who are delinquent on their sewer bill, according to the Sewer System Ordinance #2013-1.
2. After a period of delinquency of not less than sixty (60) days, the Fiscal Officer of Leesville, Ohio, shall cause a Shutoff Notice to be served upon the sewer customer for delinquency.
3. The Fiscal Officer shall notify the Water Clerk of the Village of Bowerston, Ohio, of all delinquencies subject to shutoff.
4. The Clerk of the Village of Bowerston, Ohio, upon receiving Notice of delinquency Shutoff Notice to sewer customers, shall send Final Notice to

Leesville, Ohio customer that if the sewage bill remains unpaid for a period of seven (7) days, water service will be terminated.

5. After Final Notices, the Village of Bowerston, Ohio, employee shall shutoff the delinquent Leesville sewer customer pursuant to the above Agreement.
6. In consideration of this Agreement and the time required to conduct said shutoffs, there shall be a Fifty ($50.00) shutoff fee and a Fifty ($50.00) turn-on fee collected by the Village of Bowerston, Ohio, for Leesville customers.

All laws and regulations shall comply with the standards of Ohio.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

This ordinance shall take effect and be in force immediately, upon its passage and approval by Council and shall become effective upon passage by Council.

The foregoing Ordinance was adopted and all actions and deliberations of the Village of Leesville, Carroll County, Ohio, relating thereto were conducted in open meetings to the public in compliance with all applicable legal requirements.

In Witness Whereof, the Parties have hereto set their hands this 11th Day of March, 2025, at the Village of Leesville.

By: Mara Malterer

Mara Malterer, Mayor, Village of Leesville, Ohio

Attest: Karen Love, Fiscal Officer

Karen Love, Fiscal Officer, Village of Leesville, Ohio

Read on Tuesday, January 14, 2025. ✓ Read on Tuesday, February 11, 2025. ✓

Read on Tuesday, March 11, 2025. ✓